

**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS,  
MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this 17 day of Nov, 2004 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of

Lake County Data Processing and Manatron, Inc hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. **TERM**

The term of this contract is from January 1, 2005 to December 31, 2005

2. **LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE**

This contract covers the following

**VMS limited support for Compaq Es40 at a monthly cost of \$444.68 – yearly cost \$5,336.16.**

3. **SCOPE**

A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.

B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
  - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
  - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
  - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

10. ON BID ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
11. This contract is subject to and governed by the laws of the State of Indiana.
12. During the term of the contract, the price shall not be adjusted.
13. If applicable, the provisions of I.C. 5-22 shall apply.
14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 17 day of Nov, 20 04.

Manatrac, Inc  
COMPANY NAME

510 East Millham  
COMPANY STREET ADDRESS

Portage MI 49002  
COMPANY CITY, STATE AND ZIP

8269 567-2900  
COMPANY TELEPHONE NUMBER

8269 567-2930  
COMPANY FAX NUMBER

Larry J. Tonder  
PLEASE PRINT COMPANY  
REPRESENTATIVE NAME

Larry J. Tonder  
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

Frances DuPuy

Gary Schuch

ATTESTED:

[Signature]  
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4  
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

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1. TERM

The term of this contract is from January 1, 2005 to December 31, 2005

2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE

This contract covers the following

**A new ACAMA Appraisal Site Support for Unlimited Users at a monthly cost of \$5,906.25 – yearly cost \$70,875.00.**

3. SCOPE

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All of which is approved this 17 day of Nov, 2004

Magatrac, Inc  
COMPANY NAME

510 E. M. Ham  
COMPANY STREET ADDRESS

Portage MI 4902  
COMPANY CITY, STATE AND ZIP

269 567 2900  
COMPANY TELEPHONE NUMBER

269 567 2930  
COMPANY FAX NUMBER

Larry J. Torrance  
PLEASE PRINT COMPANY  
REPRESENTATIVE NAME

Larry J. Torrance  
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

Francis D. Peep  
Garry Schuch

ATTESTED:

[Signature]  
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4  
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

# MANATRON

The power to manage well.

October 12, 2004

Ms. Cheri Auksel  
Lake County Data Processing Agency  
2293 North Main Street  
Crown Point, Indiana 46307

Dear Ms. Auksel:

Manatron is please with your decision to renew your support agreement. Listed below are the items supported under this renewal and the fees for that support.

- |                                       |                      |
|---------------------------------------|----------------------|
| ● VMS Limited Support for Compaq E540 | \$444.67 per month   |
| ● Admin CAMA                          | \$5,906.25 per month |

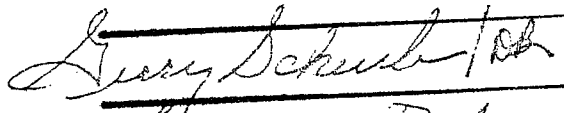
Please feel free to contact me if you have any questions.

Sincerely,



Vicky Mergen, Manager  
Contract Administration

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
APPROVED THIS 7 DAY OF Nov 2004